

**MINUTES
PUTNAM COUNTY REGIONAL PLANNING COMMISSION
MARCH 7, 2023**

The Putnam County Regional Planning Commission met on March 7, 2023, at the Cookeville Community Center at 6:00 PM. Members present were Chairman Jere Mason, Vice-Chair Terry Randolph, Secretary Dale Moss, Adam Johnson, David Mattson, Ted McWilliams, and Phil Wilbourn. Members Jeff Jones and Jim Martin were absent. Also present were Planning Director Rush, Planning Commission Engineer Patrick Rinks, Putnam County Road Supervisor Randy Jones, Michael Savage (attorney for Matt Sliger), Lisa Moss, Matt Sliger, Allen Maples of Maples Surveying, Brandon Burgess, Ray Duke, Stephen Raper of Vick Surveying, Caleb Sliger, Emma Brown, Girard Hoffpauir, Sheryl Hoffpauir, Libby Capps, Paige [ineligible], Belinda Carter, Curt Huggins, Larry Harris, Mary Harris, Larry Harris, Tamara Farley, Jeff Farley, Shayla Sullivan, Kevin Waite, Tim Holloway, Carol Grover, Lavonda Moore, Robert Young, Mandy Young, Kathy Dunn, Taylor Dillehay and Charles Whittenburg of Whittenburg Surveying, County Attorney Jeff Jones, Betsy Scarborough of Stonecom Communications and Jim Herren from the Herald-Citizen.

ITEM 1: CALL TO ORDER AND ROLL CALL.

Chairman Jere Mason called the meeting to order after a quorum was established.

ITEM 2: APPROVE THE MARCH 7, 2023, AGENDA.

Terry Randolph moved to approve the agenda for the March 7, 2023 meeting. Motion was seconded and approved unanimously.

ITEM 3: MINUTES OF THE FEBRUARY 7 2023.

Adam Johnson moved to approve the February 7, 2023 Minutes. Motion was seconded and approved unanimously.

ITEM 4: PUBLIC HEARINGS.

- None

ITEM 5: REVIEW OF APPROVED PRELIMINARY PLATS

- **Autumn Woods Preliminary Plat (All Phases)**, Vick Surveying. Conditional preliminary approval 4/7/2020. Phases I, II & III have been approved for final. Phase IV remaining.
- **Mountain Brooke Subdivision Preliminary Plat**, Vick Surveying. Conditional preliminary approval 12/8/2020.
- **Glen Oaks Preliminary Plat**, Whittenburg Surveying. Conditional preliminary approval 6/1/2021. Phase I was a single lot approved administratively. Phase II remaining.
- **Pippin Estates Preliminary Plat**, Maples Surveying. Conditional preliminary approval 12/7/2021. Phase II remaining.
- **Forsythia Farms Preliminary Plat**, Whittenburg Surveying. Conditional revised preliminary approval 6/7/2022.
- **Beechtree Park Preliminary Plat**, Vick Surveying. Conditional preliminary approval 6/7/2022.
- **Cane Creek Farms Preliminary Plat**, Batson, Himes, Norvell & Poe Surveying. Conditional preliminary approval 6/7/2022.
- **Brownstone Estate Preliminary Plat**, Clinton Surveying. Conditional preliminary approval 10/4/2022.
- **Verble Sherrell Estates Plat**, Whittenburg Surveying. Conditional preliminary approval 12/6/2022.

ITEM 6: ACCEPTANCE OF NEW STREETS:

- None

ITEM 7: OUTSTANDING LETTERS OF CREDIT:

- None

ITEM 8: ADMINISTRATIVELY APPROVED PLATS:

A. PLATEAU PROPERTIES, HUGHES SURVEYING

This plat was to amend the property lines between parcels on Jim Garrett Rd., specifically lot 13 of Cumberland Mountain Acres. This five plus acre parcel (Lot 13) was reduced to 3.52 acres and the remaining 1.63 acres was added to the parcel adjoining the rear of the lot to give it access to Jim Garrett Rd.

B. REDIVISION OF LOT 1 CAROLYN BUCKNER WOODY DIVISION, WHITTENBURG SURVEYING

This plat was to increase parcel 048-045.01 to 2.48 acres on Hanging Limb Rd from 048-045.00 with more than 5 acres remaining.

A. MICHAEL & JAIDA B. CAMPBELL DIVISION FINAL PLAT, WHITTENBURG SURVEYING

The plat is to create two lots from one 2.65 acre tract at the corner of McBroom Branch Road and Bryant Ridge Rd. Lot #2 is directly on the corner and will be 20,000 square feet in area. It has an existing house and barn. The house encroaches into the setback on McBroom Branch Rd. Lot #1 will have 2.19 acres and will front on both roads. (<https://tnmap.tn.gov/assessment/?GISLink=071036+++03800>) property is owned by Michael & Jaida B. Campbell. The required setback note was on the printed plat that was provided at the meeting.

Dave Mattson moved to approve the plat with a variance on the setback violation. Motion was seconded and approved unanimously.

[illegible]

B. ETHAN & SHAYLA SULLIVAN FINAL PLAT, VICK SURVEYING

The plat is to create three lots from one 5.01 acre tract on Rocky Point Road (<https://tnmap.tn.gov/assessment/?GISLink=071068++++04300>) owned by Ethan and Shayla Sullivan. There is one existing fire hydrant. This is a deep narrow tract with limited road frontage with three existing houses that share one driveway. The plat is put each house on its own lot with an easement, 30 feet wide, serving the two lots without road frontage. The distance from the road to the last lot will be approximately 680-700 feet. The location of the existing fire hydrant will require a variance. Each structure has its own water line. The developer has a maintenance agreement in place and it will be added to the plat if approved. owner of Lot 1 will maintain easement. Dale Moss moved to approve the plat with a variance on the road frontage requirement and allow the two to be served by an ingress/egress/utility easement, with a variance on the fire hydrant distance requirement, and subject to the addition of the maintenance agreement recording information. Motion was seconded and approved unanimously.

DEED BOOK OF APPROVAL FOR RECORD

I hereby certify that the plat is a true and correct copy of the original plat as shown to me by the developer, and that the same is a true and correct copy of the original plat as shown to me by the developer.

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This plat creates seven lots from parcels 095-093.05 and 095-093.19 totaling 5.4 acres. The plat shows 5 lots fronting on Goolsby Lane and 2 lots on Hooper Burgess Rd. There are two existing fire hydrants on Goolsby Lane and will cover those five lots. The developer, Master Builders plans to install a hydrant on Hooper Burgess Rd. to cover those two lots. The county road list has Hooper Burgess as a 0.16-mile-long class 3 road, with 20 feet of right-of-way and 14-foot tar and chip surface. <https://tnmap.tn.gov/assessment/?GISLink=071095++++09305>

[illegible]

D. WATERMARK AT CENTER HILL SUBDIVISION PRELIMINARY PLAT, MAPLES SURVEYING

This is a preliminary plat of 54 lots on 63 acres at the end of Medlin Road, parcels 128-021.00 and 117-104.00. Medlin Road would be extended, and two new road would be constructed. Tentative names are Watermark Way and Watermark Pointe. Plat shows 3 proposed fire hydrants. Medlin Road, according to the county road list, has 16 feet of asphalt surfacing and has 28-32 feet of right-of-way. The County Attorney Jeff Jones and Developer Matt Sliger and his Attorney Michael Savage have finalized the details of an agreement regarding any improvements to Medlin Road.

The agreement below is incorporated into the minutes. In short, Mr. Sliger has agreed that due to his proposed development, there is a direct nexus between the development and traffic related improvements that will be necessary to provide safe and efficient travel to the development. Furthermore, Mr. Sliger agrees that the proposed improvements are roughly proportional to the impacts that are caused by the development. Mr. Sliger has agreed to improve Medlin Road, specifically as per the executed agreement below. Generally, from Nash Road to end of existing pavement on Medlin Road, will be widened by Sliger to a width of 18 feet of asphalt surfacing and shoulders and from the end of the existing pavement, Medlin Road will be improved into the subdivision to 20 feet of asphalt surfacing with shoulders meeting the Regulations. See executed agreement for specific details. An agreement has been made with Cookeville Boatdock Utility District to run a 6" water line to the site.

Terry Randolph moved to grant preliminary approval subject to the executed agreement, finding that the development complied with the subdivision regulations. Motion was seconded and approved unanimously. Some members of the crowd wanted to speak but were informed that the planning commission meeting is open to the public but are not public hearings. No one from the public was allowed to speak, which upset some of the crowd.

**AGREEMENT BETWEEN
PUTNAM COUNTY, TENNESSEE
and
CENTER HILL MEDLIN, LLC**

THIS AGREEMENT, made and entered into this 17 day of March, 2023, by and between **PUTNAM COUNTY, TENNESSEE** (hereinafter referred to as "County") and **CENTER HILL MEDLIN, LLC** (hereinafter referred to as "Developer"),

WITNESSETH:

WHEREAS, Developer is currently planning for the construction of the Watermark at Center Hill Subdivision, a Subdivision to be located on Medlin Road in Putnam County, Tennessee (hereinafter referred to as "Subdivision") ; and

WHEREAS, the Putnam County Regional Planning Commission has considered a preliminary plat submitted by Developer; and

WHEREAS, it is anticipated that there is a necessity for the widening of Medlin Road for a certain distance to accommodate the development of the proposed subdivision,(hereinafter referred to as "Project"); and

WHEREAS, Putnam County and Developer desire to enter into an agreement subject to the approval of the Putnam County Road Supervisor; and

WHEREAS, the County wants to insure the integrity of its roads.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the County and Developer hereby agree as follows:

ARTICLE I

The foregoing agreement involves the following County road in Putnam County, Tennessee:

Medlin Road
(hereinafter referred to as "Road")

ARTICLE II

1. There is 32 feet of right-of-way on the road. At the present time there is approximately 8 feet to 10 feet of road surface on the road at the point where the proposed subdivision is to join the road. Developer agrees to increase the surface of the road to 20 feet with a 3 foot shoulder on each side of the road from the entrance of the proposed subdivision to the point that it joins the existing asphalt on the road. From the point of the existing asphalt on the road to Nash Road, Developer further agrees to increase the surface of the road to a width of 18 feet with a 2 foot shoulder on each side of the road to the point at which the road intersects Nash Road.

2. Developer will construct ditching and extend culverts on the project as required by the Putnam County Road Supervisor in his sole discretion.

3. It is agreed that Developer will try to disturb as few trees as possible on the project.

4. Subject to the approval of the Putnam County Road Supervisor, Developer agrees to lay out and flag where the project is to be constructed.

5. Developer will construct the base and subsurface of the road pursuant to the design and directions of the Putnam County Road Supervisor and complete the same to the County's satisfaction in the Putnam County Road Supervisor's sole discretion. More specifically, it is agreed between the parties that Developer will construct the project according to the specifications as described in **Exhibit A** attached hereto and incorporated by reference.

6. Developer will pave to the satisfaction of the Putnam County Road Supervisor in his sole discretion, the full width of the road from Developer's development to the intersection of Medlin Road and Nash Road.

ARTICLE III

All work regarding the responsibility of Developer for widening Medlin Road is contemplated herein shall be done to the sole satisfaction of the Supervisor for the Putnam County Highway Department, Putnam County, Tennessee. Both the County and Developer agree that the project described herein is being undertaken voluntarily by Developer. Furthermore, Developer acknowledges that the requirements of the project are necessary for safety reasons and for traffic flow due to the impact of the proposed subdivision. Developer also acknowledges that the specifications for completing the project are proportional to meet the needs of the County in the area for safety purposes and traffic flow due to the impact of the proposed subdivision.

ARTICLE IV

It is agreed that Developer shall indemnify the County for any and all loss, including attorney fees and court costs, for work or repairs performed by Developer to the County road listed herein. Developer shall indemnify the County for any loss or claims arising from the project mentioned herein, as well as any defect in the County road attributable to work done or repairs performed by Developer on the County road mentioned in the foregoing agreement. It is agreed between the parties that there shall be no indemnity required from Developer as to issues created by any possible errors on the County's Official Road inventory.

Once the improvements to the road are accepted by the County, the Developer shall guarantee said improvements for one year from the date of acceptance. The Developer agrees to execute a warranty contract, attached hereto as **Exhibit B**, as to same. Further, the Developer shall guarantee said warranty contract with an irrevocable letter of credit to the County in the amount of 10% of the final base and paving costs of the improvements. After one year from the date of the acceptance by the County regarding the improvements to the road, the Developer shall be released from any indemnity as to the same.

ARTICLE V

This Agreement shall become effective upon execution. This Agreement is binding on each parties' successors and assigns. It is agreed between the parties that should the proposed plat for the subdivision not be approved by the Putnam County Regional Planning Commission or if Developer, its successors and assigns, should later decide not proceed with the development of the subdivision, the foregoing agreement shall become null and void, and of no effect.

ARTICLE VI

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Putnam County, Tennessee
c/o Putnam County Highway Department
505 Jeffrey Circle
Cookeville, Tennessee 38501

CENTER HILL MEDLIN, LLC
By-Matt Sliger
2340 Poplar Rd. (address)
Cookeville, TN 38501

ARTICLE VII

The County and Developer, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Any unforeseen difficulties or questions will be resolved by negotiation between the County and Developer.

ARTICLE VIII

This document constitutes the full understandings of the parties and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by all parties.

ARTICLE IX

This agreement is entered into in Putnam County, Tennessee. Any action that may be filed pursuant to the foregoing agreement shall be filed in the Circuit Court or Chancery Court for Putnam County, Tennessee, and shall be tried without a jury.


ARTICLE X

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, we have affixed our signatures to this Agreement, in Putnam County, Tennessee, this 7 day of March, 2023.


Putnam County, Tennessee

Center Hill Medlin, LLC

By: 
Matt Sliger, ~~attorney~~ Authorized Signer

MS.
See attached resolution.

STATE OF TENNESSEE)

COUNTY OF PUTNAM)

Before me, Judy Kirby, Notary Public of the state and county aforesaid, personally appeared RANDY JONES, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the County Road Supervisor of Putnam County, Tennessee, the within named bargainor, a governmental entity, and that he as such County Road Supervisor executed the foregoing instrument for the purpose therein contained by personally signing the name of Putnam County, Tennessee by himself as County Road Supervisor.

Witness my hand and seal, at office, this 7 day of March, 2023.

Judy Kirby
NOTARY PUBLIC

My Commission Expires:
**MY COMMISSION EXPIRES
JANUARY 6, 2025**

STATE OF TENNESSEE)

COUNTY OF Putnam)

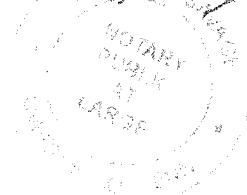
Before me, Michael Savage, Notary Public of the state and county aforesaid, personally appeared MATT SLIGER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Authorized Signer of CENTER HILL MEDLIN, LLC, the within named bargainor, a Florida Limited Liability Company, and that he as such Authorized Signer executed the foregoing instrument for the purpose therein contained by personally signing the name of CENTER HILL MEDLIN, LLC by himself as Authorized Signer.

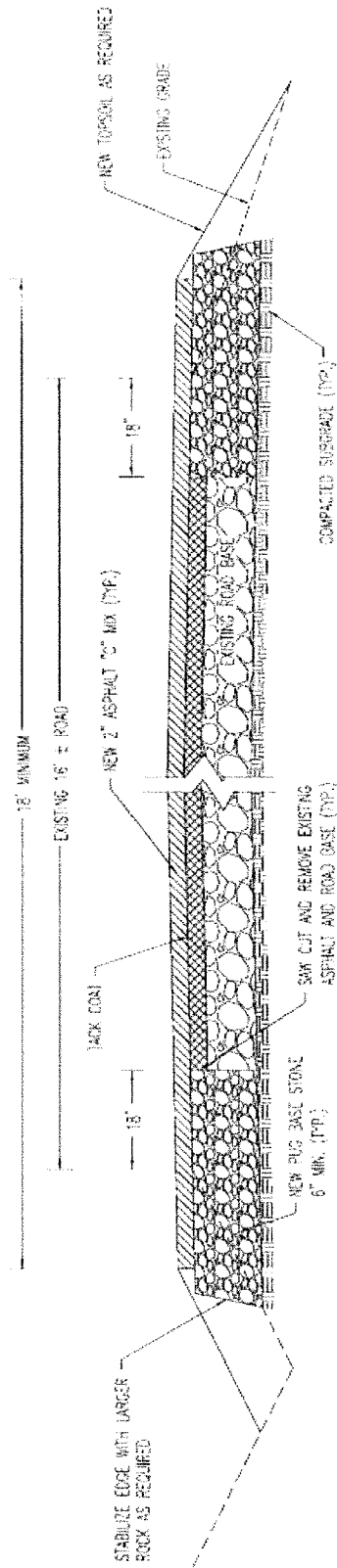
Witness my hand, at office, this 7th day of March, 2023.

Michael Savage
Notary Public

My Commission Expires:

10-25-23





WIDEN ONE SIDE OF ROAD IF POSSIBLE

REWORK DITCHES AND EXTEND TILES AS REQUIRED

TYPICAL ROAD SECTION (EXHIBIT A)

NOT TO SCALE

17
11/11

Exhibit B

WARRANTY CONTRACT

1. **WARRANTY.** The developer hereby warrants materials and workmanship for a period of one (1) year following the dedication of all street (public way) related improvements to the county. This warranty includes all streets and related improvements situated within such rights-of-way located on Mediin Road. This warranty includes any defects to any material installed and includes any actions performed on the job which would cause the construction and installation of required improvements to no longer meet the specifications under which the streets, curbs, shoulders, and other drainage improvements located within the right(s)-of-way of such street(s) were originally installed. Further, the foregoing warranty contract shall be guaranteed by an irrevocable letter of credit to be submitted by the developer to the county in the amount of 10% of the final base and paving costs of the improvements.
2. **INSPECTION OF IMPROVEMENTS.** It shall be the responsibility of the county engineer to make a final inspection of all public way improvements no less than forty-five (45) days before the expiration date of this warranty contract. If all required improvements are determined to be in satisfactory condition, the county engineer shall notify the County Road Supervisor thereof in writing. On relating these findings to the County Road Supervisor, the County Road Supervisor shall recommend acceptance of such improvements, which when officially ratified will terminate any further responsibility of the developer with regard to the improvements to the road in question. If, on the other hand, there remain deficiencies and/or defects in regard to all required improvements within the street right(s)-of-way, it shall be the responsibility of the county engineer to notify the county attorney or designated representative to send a notice to the developer, in order that all remaining defects or deficiencies be rectified prior to the expiration of this warranty contract. It shall be the responsibility of the county engineer to make a follow-up site inspection prior to the expiration of the warranty contract in order to determine if all deficiencies have been addressed, and report back to the County Road Supervisor in writing, as to the disposition of all necessary public way improvements. If the county engineer determines that deficiencies or defects have not been corrected, he or a designated representative shall contact the county attorney in order that the necessary legal action be initiated in this regard.
3. **EFFECTIVE AND EXPIRATION DATES.** For the purposes of this warranty contract, the effective date of execution is _____. Accordingly, the expiration date thereof shall be one (1) year following the effective date or _____.
4. **INDEMNITY.** The developer shall indemnify and hold the county harmless from all loss, costs, expenses, liability, money damages, penalties or claims arising out of any work covered by this agreement, including any attorney fees incurred in connection herewith. Inspection of the improvements by the county engineer shall not constitute a waiver by the county of any defect or of any of the developer's obligations hereunder. The developer will pay any such costs within ten (10) days of receipt of notice of such costs given by the county to the developer.
5. **REMEDIES.** In the event of a default in the performance by either party of its obligation hereunder, the other party, in addition to any and all remedies set forth herein, shall be entitled to all remedies provided by law or in equity, including the remedy of specific performance or injunction.
6. **BINDING EFFECT.** The covenants and agreements herein contained shall bind and endure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, as appropriate.

RS MS.

7. ATTORNEY'S FEES AND OTHER COSTS. The developer shall pay all costs and expenses, including the county's attorney fees, of any legal proceedings brought by the county against the developer seeking remedies for the developer's failure to perform any of his/her obligations hereunder, whether or not any proceedings are prosecuted to judgment.
8. ENTIRE AGREEMENT. This agreement contains the entire agreement between the parties and there are no collateral understandings or agreements between them, and no variations or alterations of the terms of this agreement. This agreement shall be binding upon either of the parties, unless the same be reduced to writing and made an amendment to this agreement.
9. HEADINGS. Paragraph titles and headings contained herein are inserted for convenience only and shall not be deemed a part of the agreement, and in no way shall define, limit, extend, or describe the scope or intent of any provision hereof.
10. NOTICES. Any notice or other communication required to be given hereunder shall be in writing and delivered personally or sent by United States Certified Mail, return receipt requested, or sent by Federal Express Delivery Service, addressed to the county at Putnam County Road Department, 505 East Veterans Dr., Cookeville, TN 38501, and addressed to the developer at the address set forth in the Addendum, or such other address as either party may hereafter give the other.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple originals by persons properly authorized to do so on or as of the day and year first given.

FOR PUTNAM COUNTY:

BY:

Randy Jones, County Road Supervisor

DEVELOPER:

CENTER HILL MEDLIN, LLC

By: _____

BY:

Title Title

APPROVED AS TO FORM AND CONTENT:

Putnam County Attorney

RESOLUTION OF CENTER HILL MEDLIN, LLC

RICHARD APPEGATE, pursuant to his authority as the SOLE MEMBER of
CENTER HILL MEDLIN, LLC, the LLC hereby adopts the following resolution:

RESOLVED that MATT SLIGER is authorized to sign any and all documents
relating to the development of property owned by Center Hill Medlin, LLC, being Map 117,
Parcel 104.00 and Map 128, Parcel 021.00 in Putnam County, Tennessee. Said authority
includes, but is not limited to, agreements with Putnam County, permits, and plats.

3-6-23
Date

BY: 
CENTER HILL MEDLIN, LLC
RICHARD APPEGATE, Sole Member

ITEM 10: Other Business:

- None

ITEM 12: STAFF REPORTS

- Report from Chairman: None
- Report from Planning Commission Engineer: None
- Report from Planning Director: Planning Director Rush informed the commission that the plat for the final phase (IV) of Autumn Woods should be submitted for next month.
- Report from other Members: None

ITEM 13: ADJOURNMENT

With no further business to discuss, the meeting was adjourned by mutual consent.



Chairman

Date



Secretary

Date